

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

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Via USPS Priority Mail

March 30, 2005

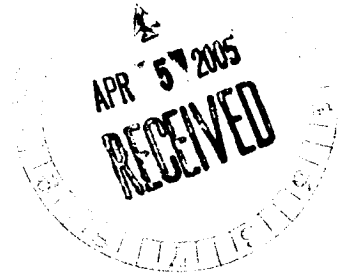
Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

RECORDATION NO. 23058-B FILED

APR 05 '05

4-24 PM

SURFACE TRANSPORTATION BOARD



RE: Certification of True Copy of the Assignment and Amendment No. 1 to the Railroad Equipment Lease (Net) dated as of July 1, 2000, by and between **HELM FINANCIAL CORPORATION**, as assignee of Citicorp Railmark, Inc. ("Lessor"), and **NORFOLK SOUTHERN RAILWAY COMPANY** ("Lessee"), as assignee of **NORFOLK SOUTHERN CORPORATION** ("NSC"), and dated as of February 1, 2005.

Dear Mr. Williams:

On behalf of **Helm Financial Corporation**, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereby the following document:

Three (3) fully-executed certified original copies of the above-referenced Assignment and Amendment No. 1.

In connection with the recording of the Assignment and Amendment No. 1, please note the following information:

Name & Address of Lessor: **Helm Financial Corporation**
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

Name & Address of Lessee: **Norfolk Southern Railway Company**
110 Franklin Road, S.E.
Roanoke, VA 24042-0072

Equipment: Thirty-seven (37) SD40-2 locomotives within the series NS 3377-3413 N.I., and more fully described in Exhibit A to the Railroad Equipment Lease (Net) dated as of July 1, 2000 between HELM FINANCIAL CORPORATION, as assignee of Citicorp Railmark, Inc. ("Lessor"), and NORFOLK SOUTHERN RAILWAY COMPANY ("Lessee"), as assignee of Norfolk Southern Corporation.

Previous STB Filing: STB Recordation No. 23058, filed on 08/24/2000 at 11:36 a.m.

Please file the Assignment and Amendment No. 1 as a secondary document to STB Recordation No. 23058, and return two (2) endorsed originals to me at the above address. A check covering the filing fee of thirty-two dollars (\$32.00) is enclosed.

Yours truly,

Cecilia Mostaghim
Contract Administrator

Enclosures (3)

ASSIGNMENT AND AMENDMENT NO. 1

APR 05 '05

4-24 PM

THIS ASSIGNMENT AND AMENDMENT NO. 1 ("Amendment") to the Railroad Equipment Lease (Net) dated as of July 1, 2000 ("Lease"), by and between **HELM FINANCIAL CORPORATION**, **SURFACE TRANSPORTATION BOARD** Railmark, Inc. ("Lessor"), and **NORFOLK SOUTHERN RAILWAY COMPANY** ("Lessee"), as assignee of **NORFOLK SOUTHERN CORPORATION** ("NSC") is dated as of February 1, 2005.

RECITALS

- A. Lessor and NSC are parties to the Lease pursuant to which the thirty-seven (37) SD40-2 locomotives described in Exhibit A thereto are leased by Lessor to NSC.
- B. NSC desires to assign all of its rights and obligations under the Lease to Lessee, a wholly owned subsidiary of NSC, and Lessor is agreeable to such an assignment.
- C. In addition, Lessor and Lessee now desire to extend the Term of the Lease and to change the Base Rental for the Units.
- D. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:

1. **Definitions.** All terms defined in the Lease shall have the meanings defined therein when used in this Amendment unless redefined or specified otherwise herein this Amendment.

2. **Assignment.** Effective as of February 1, 2005, NSC hereby assigns all of its rights and obligations under the Lease to Lessee; and Lessee shall become responsible for any and all unpaid rent, casualty payments and other debts and/or obligations of NSC arising under the Lease whether or not incurred prior to or after February 1, 2005. Lessor consents to such assignment.

3. Effective as of February 1, 2005 the Lease shall be amended as follows:

(a) **Lease of Units.** In Section 1(a) of the Lease the termination date of "*September 30, 2005*" is hereby deleted and replaced with the date "*July 31, 2010*" ("**Termination Date**").

(b) **Base Rental.** The first two sentences of Section 2 of the Lease, starting with the words "*Lessee agrees...*" and ending with the words "*...payable on September 30, 2005.*" are hereby deleted in their entirety and replaced with the following:

"Effective February 1, 2005, Lessee shall pay to Lessor on the last day of each month in arrears rent in the amount of (Base Rental). The Base Rental shall be due and payable in arrears on February 28, 2005 and on the last day of each month thereafter during the Term, with the final installment of Base Rent payable on July 31, 2010. Effective August 1, 2010 for any Unit(s) still in Lessee's possession under this Lease Base Rental shall continue in effect for each Unit, until such Unit is returned to Lessor in accordance with the terms of this Lease. All payment of Rent shall be made directly to Lessor by either electronic transfer per Lessor's Wire Transfer Instructions given in Section 21 below, or by check made payable to Lessor at its Address For Notices in Section 21."

(c) **Stipulated Loss Value.** Exhibit B.1, attached hereto shall replace Exhibit B to the Lease and any reference in the Lease to Exhibit B shall be deemed Exhibit B.1. The reference to "*Exhibit E*" in Section 14 of the Lease is incorrect and is hereby deleted and replaced with the words "Exhibit B".

(d) **Return of Units.** The following paragraph is hereby added to Section 18 of the Lease:

"(d) If upon the expiration or other termination of this Lease Lessor demands in writing the return of any Unit to the possession of Lessor and Lessee fails to deliver possession of such Unit to Lessor within ten (10) calendar days of receipt of such notice, Base Rent shall cease and Lessee shall immediately commence to pay to Lessor (as liquidated damages and not as a penalty) a monthly late fee equal to _____ of the monthly rental rate for such Unit then in effect until such Unit is delivered to the possession of Lessor. All other terms and conditions of this Lease shall remain in force. The provisions of this Section are without prejudice to,

and in addition to, any other remedies of Lessor."

(e) **Notices.** In Section 21 "Notices to Lessor:" the address for Citicorp Railmark, Inc. is hereby deleted and replaced as follows:

"Notices to Lessor:

Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111
Attn: President
Facsimile: (415) 398-4816"

Lessor's Wire Transfer Instructions are hereby added to Section 21 as follows:

"Lessor's Wire Transfer Instructions:

Bank of America
1850 Gateway Blvd.
Concord, CA 94520
ABA#: 121-000358
Account Name: Helm Financial Corporation
Account #: 1233-2-11534"

4. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.

5. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by their duly authorized representative the day and year first above written.

LESSOR

HELM FINANCIAL CORPORATION

By: John F. Dains

Print Name: John F. Dains

Title: President

LESSEE

NORFOLK SOUTHERN RAILWAY COMPANY

By: R D White

Print Name: R D White

Title: AVP - Material Management

NSC

NORFOLK SOUTHERN CORPORATION

By: R D White

Print Name: R D White

Title: AVP

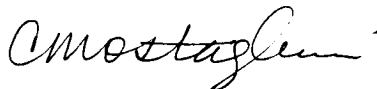
Schedule B.1.

To the Railroad Equipment Lease (Net) dated July 1, 2000, as amended, by and between HELM FINANCIAL CORPORATION, as assignee of Citicorp Railmark, Inc., and NORFOLK SOUTHERN RAILWAY COMPANY, as assignee of Norfolk Southern Corporation.

STIPULATED LOSS VALUES: Effective February 1, 2005			
LeaseTerm by Month	Stipulated Loss Value Per Unit (U.S. Dollars)	LeaseTerm by Month	Stipulated Loss Value Per Unit (U.S. Dollars)
February-05		December-07	
March-05		January-08	
April-05		February-08	
May-05		March-08	
June-05		April-08	
July-05		May-08	
August-05		June-08	
September-05		July-08	
October-05		August-08	
November-05		September-08	
December-05		October-08	
January-06		November-08	
February-06		December-08	
March-06		January-09	
April-06		February-09	
May-06		March-09	
June-06		April-09	
July-06		May-09	
August-06		June-09	
September-06		July-09	
October-06		August-09	
November-06		September-09	
December-06		October-09	
January-07		November-09	
February-07		December-09	
March-07		January-10	
April-07		February-10	
May-07		March-10	
June-07		April-10	
July-07		May-10	
August-07		June-10	
September-07		July-10	
October-07		and thereafter	
November-07			

CERTIFICATION OF TRUE COPY

On March 30, 2005, I Cecilia Mostaghim, examined an original copy of the **Assignment and Amendment No. 1** to the Railroad Equipment Lease (Net) dated as of July 1, 2000, by and between **HELM FINANCIAL CORPORATION**, as assignee of Citicorp Railmark, Inc. ("**Lessor**"), and **NORFOLK SOUTHERN RAILWAY COMPANY** ("**Lessee**"), as assignee of **NORFOLK SOUTHERN CORPORATION** ("**NSC**"), and dated as of February 1, 2005, and I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

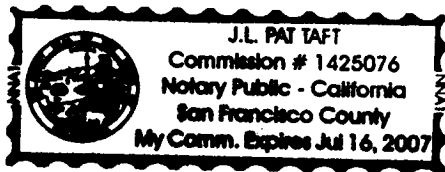


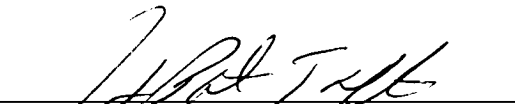
Cecilia Mostaghim, Contract Administrator

State of: **California**

County of: **San Francisco**

Subscribed and sworn to (or affirmed) before me on this 30th day of March, 2005 by J. L. Pat Taft, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.




Signature of Notary

[Notarial Seal]

